

E-filing

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Attorneys for Plaintiff  
RICHARD SKAFF

**FILED**

MAY 02 2006

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

RICHARD SKAFF

CASE NO. C 05-1746 MJJ  
Civil Rights

Plaintiff,

V.

LARKSPUR LANDING, LLC; INLAND  
WESTERN LARKSPUR, L.L.C.; BED  
BATH & BEYOND INC.; MARIN  
BREWING COMPANY, A CALIFORNIA  
LIMITED PARTNERSHIP; NOONAN'S,  
A CALIFORNIA LIMITED  
PARTNERSHIP; and DOES 1-25,  
Inclusive,

**STIPULATION AND ORDER  
FOR DISMISSAL OF COMPLAINT  
AGAINST DEFENDANT INLAND  
WESTERN LARKSPUR, LLC**

FRCP 41 (a) (1) (ii).

Defendants.

Plaintiff Richard Skaff and defendant Inland Western Larkspur, LLC, a Delaware limited liability company, by and through their attorneys of record, file this Stipulation of Dismissal pursuant to Federal Rule of Civil Procedure section 41 (a) (1) (ii).

Plaintiff filed this lawsuit on April 27, 2005.

Plaintiff Richard Skaff and defendant Inland Western Larkspur, LLC have entered into a "Mutual Release And Settlement Agreement Between Plaintiff Richard Skaff And Defendant Inland Western Larkspur, LLC" which settles all aspects of the lawsuit against said defendant. The "Mutual Release And Settlement Agreement" is incorporated by reference herein as if set forth in full. Plaintiff Richard Skaff and defendant Inland Western Larkspur, LLC stipulate to the court retaining jurisdiction to enforce the "Mutual Release And Settlement Agreement."

1 Plaintiff Richard Skaff moves to dismiss with prejudice the Complaint against defendant  
2 Inland Western Larkspur, LLC .

3 Defendant Inland Western Larkspur, LLC, who has answered the complaint, agrees to the  
4 dismissal with prejudice.

5 This case is not a class action, and no receiver has been appointed.

6 This Stipulation and Order may be signed in counterparts, and facsimile signatures shall  
7 be as valid and binding as original signatures.

8 Wherefore, plaintiff Richard Skaff and defendant Inland Western Larkspur, LLC, by and  
9 through their attorneys of record, so stipulate.

10 Date: 4/26/06

SIDNEY J. COHEN  
PROFESSIONAL CORPORATION

11 /s/ Sidney J. Cohen

12 \_\_\_\_\_  
13 Sidney J. Cohen  
Attorney for Richard Skaff

14 Date: 4/19/06

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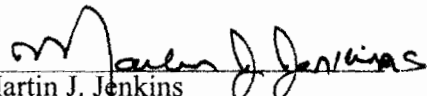
15 Michael Drury

16 \_\_\_\_\_  
17 Michael Drury  
Attorney For Defendant  
Inland Western Larkspur, LLC

18 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

19 The Complaint against defendant Inland Western Larkspur, LLC is dismissed with  
20 prejudice. The Court shall retain jurisdiction to enforce the "Mutual Release And Settlement  
21 Agreement Between Plaintiff Richard Skaff And Defendant Inland Western Larkspur, LLC."

22  
23 Date: 5/2/2006

24   
Martin J. Jenkins  
United States District Judge